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Attorneys for Plaintiff / Counter-Defendant,
ANTHONY CALIFORNIA, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

ANTHONY CALIFORNIA, INC.,

Plaintiff,

vs.

FIRE POWER CO., LTD.; NEW
BRIGHT JET LIGHTING
(SHENZHEN) CO., LTD.; INTEREST
PLUS INVESTMENTS LIMITED;
CHIEN TSAI TSAI; CHIEN HO TSAI;
JAMES MORAN; M & M SALES,
INC.; and DIRECT LIGHTING,
L.L.C.; and DOES 1 through 10,
inclusive,

Defendants.

AND RELATED COUNTER-CLAIMS

Case No. 5:15-CV-00876-JGB-SP

**JUDGMENT ON SPECIAL
VERDICT**

(Fed. R. Civ. P. 49(a), 58)

Honorable Jesus G. Bernal

**NOTE: CHANGES HAVE BEEN
MADE TO THIS DOCUMENT**

This cause came on for trial before the jury on May 8, 2018. Both parties appeared by counsel, and the Court submitted questions to the jury and the jury answered those questions as follows on May 16, 2018:

1 **COPYRIGHT INFRINGEMENT**

2
3 1. Do you find that Plaintiff Anthony California Inc. is the owner of a
4 valid copyright in the Lamp Designs?

	Yes	No
5		
6 A. VA 1-938-070	_____	_____ <u>X</u> _____
7 (Exhibit 22)		
8 B. VA 1-938-072	_____ <u>X</u> _____	_____
9 (Exhibit 23)		
10 C. VA 1-938-067	_____	_____ <u>X</u> _____
11 (Exhibit 24)		
12 D. VA 1-938-116	_____ <u>X</u> _____	_____
13 (Exhibit 25)		
14 E. VA 1-938-122	_____ <u>X</u> _____	_____
15 (Exhibit 26)		
16 F. VA 1-938-118	_____ <u>X</u> _____	_____
17 (Exhibit 27)		

18
19 If your answer to any part of question 1 is “yes”, then answer question 2-5. If you
20 answered each part of question 1 as “no,” proceed directly to page 9.

21
22 2. Do you find that Fire Power Co., Ltd., New Bright Jet Lighting
23 (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited copied and sold the
24 Lamp Designs in an unauthorized manner?

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		Yes	No	
A.	VA 1-938-070 (Exhibit 22)	_____	_____X_____	
	If yes , was it	Willful	Non-willful	Innocent
		_____	_____	_____
		Yes	No	
B.	VA 1-938-072 (Exhibit 23)	_____X_____	_____	
	If yes , was it	Willful	Non-willful	Innocent
		_____X_____	_____	_____
		Yes	No	
C.	VA 1-938-067 (Exhibit 24)	_____	_____X_____	
	If yes , was it	Willful	Non-willful	Innocent
		_____	_____	_____
		Yes	No	
D.	VA 1-938-116 (Exhibit 25)	_____	_____X_____	

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	If yes , was it	Willful	Non-willful	Innocent
		_____	_____	_____
		Yes	No	
E.	VA 1-938-122 (Exhibit 26)	_____ <u>X</u> _____	_____	
	If yes , was it	Willful	Non-willful	Innocent
		_____ <u>X</u> _____	_____	_____
		Yes	No	
F.	VA 1-938-118 (Exhibit 27)	_____	_____ <u>X</u> _____	
	If yes , was it	Willful	Non-willful	Innocent
		_____	_____	_____

Proceed to question 3.

3. If you answered “Willful,” Non-willful,” or “Innocent” to any Lamp Design in question 2, what is the amount of statutory damages that Plaintiff Anthony California, Inc. is entitled to recover from Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd., and/or Interest Plus Investments Limited? Note: The statutory range for damages are as follows:

- Willful infringement: \$750 - \$150,000 **per** Lamp Design
- Non-willful infringement: \$750-\$30,000 **per** Lamp Design
- Innocent infringement: \$200-\$30,000 **per** Lamp Design.

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		Fire Power	New Bright	Interest Plus
		Amount:	Amount:	Amount:
A.	VA 1-938-070 (Exhibit 22)	\$ <u> 0 </u>	\$ <u> 0 </u>	\$ <u> 0 </u>
B.	VA 1-938-072 (Exhibit 23)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
C.	VA 1-938-067 (Exhibit 24)	\$ <u> 0 </u>	\$ <u> 0 </u>	\$ <u> 0 </u>
D.	VA 1-938-116 (Exhibit 25)	\$ <u> 0 </u>	\$ <u> 0 </u>	\$ <u> 0 </u>
E.	VA 1-938-122 (Exhibit 26)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
F.	VA 1-938-118 (Exhibit 27)	\$ <u> 0 </u>	\$ <u> 0 </u>	\$ <u> 0 </u>

Total \$ 45,457.08

Proceed to question 4.

4. Do you find that Chien Tsai Tsai and/or Chien Ho Tsai copied and sold the Lamp Designs in an unauthorized manner?

Yes

No

A. VA 1-938-070
(Exhibit 22)

_____ X _____

If yes, was it

Willful

Non-willful

Innocent

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		Yes	No	
B.	VA 1-938-072 (Exhibit 23)	<u> X </u>	<u> </u>	
	If yes , was it	Willful	Non-willful	Innocent
		<u> X </u>	<u> </u>	<u> </u>
		Yes	No	
C.	VA 1-938-067 (Exhibit 24)	<u> </u>	<u> X </u>	
	If yes , was it	Willful	Non-willful	Innocent
		<u> </u>	<u> </u>	<u> </u>
		Yes	No	
D.	VA 1-938-116 (Exhibit 25)	<u> </u>	<u> X </u>	
	If yes , was it	Willful	Non-willful	Innocent
		<u> </u>	<u> </u>	<u> </u>
		Yes	No	
E.	VA 1-938-122 (Exhibit 26)	<u> X </u>	<u> </u>	
	If yes , was it	Willful	Non-willful	Innocent
		<u> X </u>	<u> </u>	<u> </u>

		Yes	No
F.	VA 1-938-118 (Exhibit 27)	_____	_____ <u>X</u> _____
	If yes , was it	Willful	Non-willful Innocent
		_____	_____

Proceed to question 5.

5. If you answered “Willful,” Non-willful,” or “Innocent” to any Lamp Design in question 2, what is the amount of statutory damages that Plaintiff Anthony California, Inc. is entitled to recover from Chien Tsai Tsai and/or Chien Ho Tsai?

Note: The statutory range for damages are as follows:

- Willful infringement: \$750 - \$150,000 **per** Lamp Design
- Non-willful infringement: \$750-\$30,000 **per** Lamp Design
- Innocent infringement: \$200-\$30,000 **per** Lamp Design.

		Chien Tsai Tsai	Chien Ho Tsai
		Amount:	Amount:
A.	VA 1-938-070 (Exhibit 22)	\$ <u> 0 </u>	\$ <u> 0 </u>
B.	VA 1-938-072 (Exhibit 23)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
C.	VA 1-938-067 (Exhibit 24)	\$ <u> 0 </u>	\$ <u> 0 </u>
D.	VA 1-938-116 (Exhibit 25)	\$ <u> 0 </u>	\$ <u> 0 </u>

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E. VA 1-938-122 \$ 7,576.18 \$ 7,576.18
(Exhibit 26)

F. VA 1-938-118 \$ 0 \$ 0
(Exhibit 27)

Total \$ 30,304.72

1 **MISAPPROPRIATION OF TRADE SECRET**

2 1. Was Anthony California, Inc. the owner of confidential customer,
3 inventory, sales, pricing, and product data (collectively “Confidential Information”)
4 housed on Anthony California’s secure website via unique login identification
5 numbers?

6 X Yes No

7
8 If your answer to question 1 is “yes,” then answer question 2. If you answered “no,”
9 proceed directly to page 12.

10
11 2. Was this Confidential Information secret at the time of the alleged
12 misappropriation?

13 X Yes No

14
15 If your answer to question 2 is “yes,” then answer question 3. If you answered “no,”
16 proceed directly to page 12.

17
18 3. Did this Confidential Information have actual or potential independent
19 economic value because they were secret?

20 X Yes No

21
22 If your answer to question 3 is “yes,” then answer question 4. If you answered “no,”
23 proceed directly to page 12.

24
25 4. Did Anthony California, Inc. make reasonable efforts under the
26 circumstances to keep the Confidential Information secret?

1 X Yes No

2 If your answer to question 4 is “yes,” then answer question 5. If you answered “no,”
3 proceed directly to page 12.

4

5

6 5. Did Defendants acquire, use or disclose the trade secrets by improper
7 means?

8 X Yes No

9 If your answer to question 5 is “yes,” then answer question 6. If you answered “no,”
10 proceed directly to page 12.

11

12

13 6. Was Defendants’ improper acquisition, use, or disclosure of the
14 Confidential Information a substantial factor in causing Anthony California, Inc.
15 harm?

16 Yes X No

17 If your answer to question 6 is “yes,” then answer question 7. If you answered “no,”
18 proceed directly to page 12.

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21 7. Did Defendants act willfully and maliciously so as to justify an award of
22 punitive damages?

23 Yes No

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26 Proceed to question 8.

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8. What are ANTHONY CALIFORNIA, INC.'s damages?

- Past economic loss

lost earnings \$ _____

lost profits \$ _____

other past economic loss \$ _____

Total Past Economic Damages: \$ _____

- Future economic loss

lost earnings \$ _____

lost profits \$ _____

other future economic loss \$ _____

Total Future Economic Damages: \$ _____

TOTAL \$ _____

1 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE**
2 **ECONOMIC ADVANTAGE**
3

4 1. Did Anthony California, Inc. and 1) American Furniture Warehouse,
5 and/or 2) Raymour & Flanigan have an economic relationship that probably would
6 have resulted in an economic benefit to Anthony California, Inc.?

7 X Yes No
8

9 If your answer to question 1 is “yes,” then answer question 2. If you answered “no,”
10 proceed directly to page 15
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12 2. Did Defendants know of the relationship?

13 X Yes No
14

15 If your answer to question 2 is “yes,” then answer question 3. If you answered “no,”
16 proceed directly to page 15
17

18 3. Did Defendants 1) manufacture and sell infringing products and
19 wrongfully deprive Anthony California of its sales, and/or 2) intentionally delay
20 shipment of Anthony California products to disrupt these economic relationships?

21 X Yes No
22

23 If your answer to question 3 is “yes,” then answer question 4. If you answered “no,”
24 proceed directly to page 15.
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1 4. By engaging in this conduct, did Defendants intend to disrupt the
2 relationships or know that disruption of the relationships was certain or substantially
3 certain to occur?

4 X Yes No

5 If your answer to question 4 is “yes,” then answer question 5. If you answered “no,”
6 proceed directly to page 15.
7

8
9 5. Was the relationship disrupted?

10 X Yes No

11 If your answer to question 5 is “yes,” then answer question 6. If you answered “no,”
12 proceed directly to page 15.
13

14
15 6. Was Defendants’ conduct a substantial factor in causing harm to
16 Anthony California, Inc.?

17 X Yes No

18 If your answer to question 6 is “yes,” then answer question 7. If you answered “no,”
19 proceed directly to page 15.
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21
22 7. What are Anthony California, Inc.’s damages?

- 23 • Past economic loss

24 lost earnings \$ _____

25 lost profits \$ 191,070.68

26 other past economic loss \$ _____
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Total Past Economic Damages: \$ 191,070.68

• Future economic loss

lost earnings \$ _____

lost profits \$ 95,535.34

other future economic loss\$ _____

Total Future Economic Damages: \$ 95,535.34

• Past noneconomic loss, including mental suffering: \$ _____

• Future noneconomic loss, including mental suffering: \$ _____

TOTAL \$ 286,606.02

TWO HUNDRED EIGHTY-SIX THOUSAND, SIX HUNDRED AND
SIX AND 02/100 DOLLARS.

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1 In accordance with the special verdict of the jury and the opinion of the Court,
2 IT IS ORDERED, ADJUDGED, and DECREED that:

3 1. Plaintiff, Anthony California, Inc., recover the sum of \$75,761.80
4 against Defendants, Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co.,
5 Ltd., Interest Plus Investments Limited, Chien Tsai Tsai, and Chien Ho Tsai, as set
6 forth above, for statutory damages for Copyright Infringement;

7 2. Plaintiff, Anthony California, Inc., recover the sum of \$286,606.02
8 against Defendants, Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co.,
9 Ltd., Interest Plus Investments Limited, Chien Tsai Tsai, and Chien Ho Tsai, jointly
10 and severally, as compensatory damages for Intentional Interference with
11 Prospective Economic Advantage;

12 3. Counter-Claimants, Fire Power Co., Ltd., New Bright Jet Lighting
13 (Shenzhen) Co., Ltd., Interest Plus Investments Limited, recover the sum of
14 \$75,761.80 against Counter-Defendant, Anthony California, Inc., as amount owed
15 on open book account;

16 4. The award of statutory damages for Copyright Infringement and
17 amount owed on open book account shall offset;

18 5. The sums awarded by this court as compensatory damages bear post-
19 judgment interest from the date this judgment is entered until it is paid; and

20 6. Plaintiff recover its taxable costs of suit in this matter as taxed by the
21 Clerk under the provisions of Rule 58.

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24 DATED: May 31, 2018


Honorable Jesus G. Bernal
UNITED STATES DISTRICT JUDGE